

1 SECOND AMENDMENT TO ASSIGNMENT AGREEMENT FOR
2 THE DAP OPERATING AGREEMENT
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6 This amendment ("Second Amendment") is made, dated and entered into as of the
7 _____ day of _____, 2013, between the City of Durham ("City") and
8 THE DURHAM BULLS BASEBALL CLUB, INC., a North Carolina corporation
9 (the "Bulls").
10

11 The City and the Bulls entered into an agreement titled "Assignment Agreement
12 for the DAP Operating Agreement" dated December 31, 2011. That agreement is
13 referred to as the "Assignment Agreement". Terms not defined herein shall have the
14 meaning ascribed to them in the Assignment Agreement and the original DAP Operating
15 Agreement, as amended. Section references in this Amendment are to sections in the
16 Assignment Agreement. The Assignment Agreement was amended by an agreement
17 titled "Amendment to Assignment Agreement for the DAP Operating Agreement" dated
18 October 26, 2012, and referred to as the "First Amendment". The Assignment
19 Agreement, as previously amended, is hereby amended as follows:
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21 1. Effective Date of Amendment. This Amendment shall be effective at 12:01 AM on
22 October 1, 2013.
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24 2. Delete Section 5. "Term." in its entirety and replace with the following:
25

26 5. Term. The term of this Assignment Agreement and the Bulls
27 responsibilities under the DAP operating agreement will expire at
28 midnight on September 30, 2014.
29

30 3. Delete Section "6. Operating Fee" in its entirety and replace with the following:
31

32 6. Operating Fee. Beginning October 1, 2013, the City shall pay the
33 annual Operating Fee payment to the Bulls pursuant to Section 10.1 of the
34 DAP Operating Agreement with twelve (12) equal monthly payments to
35 the Bulls in the amount of \$6,130.77 for a total payment of \$73,569.24 for
36 the Term of this Second Amendment.
37

38 4. E-Verify Compliance. The Bulls represents and covenants that the Bulls and its
39 subcontractors comply with the requirements of Article 2 of Chapter 64 of the North
40 Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance
41 section in entering into this contract. The parties agree to this section only to the extent
42 authorized by law. If this section is held to be unenforceable or invalid in whole or in
43 part, it shall be deemed amended to the extent necessary to make this contract comply
44 with NCGS 160A-20.1(b).
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46 5. Effect of Amendment. The terms of the Assignment Agreement not added to,
47 amended or altered by this Second Amendment shall remain in full force and effect.
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Second Amendment to the Assignment Agreement for the DAP Operating Agreement

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

ATTEST:

By: _____

Preaudit Certificate, if applicable:

THE DURHAM BULLS
BASEBALL CLUB, INC.

ATTEST

By: _____

Secretary

General Manager, Durham Bulls
Baseball Club, Inc.

(Affix corporate seal.)

State of _____

ACKNOWLEDGEMENT BY DURHAM
BULLS BASEBALL CLUB, INC.

County of _____

I, _____, a Notary Public for said County and State, do hereby certify that _____, General Manager of the Durham Bulls Baseball Club, Inc. personally appeared before me this day and acknowledged the due execution of the forgoing instrument. Witness my hand and official seal, this the _____ day of _____, 2013.

My commission expires:

Notary Public